[Mr. K. P. Nilakanta Pillai.]

(*g*) if the answer to part (*f*) is in the affirmative, whether similar instructions were issued by the Inspectress of Girls' Schools and the Assistant Inspectresses to the various institutions under them;

(*h*) whether there was any direction from the Director of Public Instruction for the purpose of issuing the instructions referred to in part (*f*);

(*i*) whether Mr. R. Kulathu Aiyar, Valia Chalai Street, Trivandrum, and Mr. R. Kulathu Aiyar, Palace Special Officer, are one and the same person; and

(*j*) whether Mr. R. Kulathu Aiyar is a native of Haripad?

MR. T. P. RAMASUBBA AIYAR (*Ag. Chief Secretary to Government*): (*a*) Mr. R. Kulathu Aiyar's Malayalam History of Travancore has been prescribed as an alternative text-book for Class V.

(*b*) Yes.

(*c*) No.

(*d*) After the publication of the original list it was brought to the notice of the Director of Public Instruction that Mr. Kulathu Aiyar's book was more up-to-date.

(*e*) Yes.

(*f*) One Assistant Inspector of Vernacular Schools alone informed the Headmasters of all Vernacular Middle Schools under him by a circular letter that three books written by Mr. Kulathu Aiyar have been approved as text-books.

(*g*) One Assistant Inspectress of Girls' Schools issued instructions to the Vernacular Schools under her that as regards History and Geography Mr. Kulathu Aiyar's books should be taught in the lower classes.

(*h*) No.

(*i*) Yes.

(*j*) No.

Agreement re Pallivasal Scheme.

190. **MR. K. P. NILAKANTA PILLAI** (*Chirayinkil*): (*a*) Will the Government be pleased to lay on the table the complete correspondence *re* Pallivasal Scheme within the concession of the Kannan Devan Hills Produce Company Ltd.?

(*b*) Will the Government be pleased to state whether the Legislative Council will be given an opportunity to express its opinion regarding the Pallivasal Scheme before any agreement is entered into between the Government and the Company?

MR. T. K. MADHAVAN NAYAR (*Ag. Secretary to Government*): (*a*) Copies* of the agreements relating to (1) the use of the water at Pallivasal and (2) the power house site are placed on the table. Copies of correspondence on the subject cannot be laid on the table.

(*b*) The agreements have already been executed on the 27th March 1928 and are awaiting registration.

**Vide* Appendices VII & VIII—pages 522-531.

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MR. K. P. NILAKANTA PILLAI (*Chirayinkil*): What is the inability on the part of Government to place the correspondence on the table? Is it because of the fact that the correspondence is of a confidential nature?

MR. T. K. MADHAVAN NAYAR (*Ag. Secretary to Government*): Yes.

MR K. P. NILAKANTA PILLAI (*Chirayinkil*): What are the papers now placed on the table?

MR. T. K. MADHAVAN NAYAR (*Ag. Secretary to Government*): Copies of the agreements relating to the use of the water at Pallivasal and the Power House site.

MR. K. P. NILAKANTA PILLAI (*Chirayinkil*): With reference to the agreement with the Kannandevan Hills Produce Company Ltd., *re* Pallivasal Power House site dated 1st February 1910, may I know, what was the purport of that agreement which now stands cancelled?

MR. T. K. MADHAVAN NAYAR (*Ag. Secretary to Government*): The purport of the agreement is given in the preliminary paragraph itself.

MR. K. P. NILAKANTA PILLAI (*Chirayinkil*): It refers to the previous agreement which stands at present cancelled and a new agreement is entered into with the Company. My question is whether I can know something of the purport of the previous agreement which is now cancelled.

MR. T. K. MADHAVAN NAYAR (*Ag. Secretary to Government*): The previous agreement is not with me at present.

Statistics of Sale Deeds executed by Nayars after the Nayar Regulation.

191. **MR. T. KUMARA PILLAI** (*Kalkulam* cum *Vilavankod*): Will the Government be pleased to state the number and value of the sale deeds executed by Nayars from the date of the commencement of the Nayar Regulation of 1100 till the end of 1102?

MR. T. K. MADHAVAN NAYAR (*Ag. Secretary to Government*): Number of documents 45,649. Value Sr. Rs. 1,69,81,111.

Increase of pay to Police Constables.

192. **MR. S. PIRAVIPERUMAL PILLAI** (*Commerce and Industry, South*): With reference to the answer given to question No. 33 on the 1st August 1927, will the Government be pleased to state:

(*a*) whether the examination of the question of increasing the pay of the Police Constables here to the level of their brothers in the Sister State of Cochin and the Madras Presidency is over; and

(*b*) if so, the result of their examination?

MR. T. K. MADHAVAN NAYAR (*Ag. Secretary to Government*): (*a*) The answer is in the negative.

(*b*) This does not arise in view of the answer to part (*a*).

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Appendix VII.

Vide **Answer to Question No. 190.**

KANAN DEVAN HILLS PRODUCE COMPANY, LTD.

USE OF WATER FROM MUNNAR RIVER AT PALLIVASAL.

An Agreement made the Twenty seventh day of March One thousand nine hundred and twenty eight Between Maurice Emygdius Watts, Esquire, B. A., Barrister-At-Law, Dewan of Travancore, for and on behalf of the Government of Travancore (hereinafter called "the lessor" which expression shall apply to and include his successors and assigns) of the first part the Kanan Devan Hills Produce Company Limited a Joint Stock Company with limited liability having its Registered Office in Scotland (hereinafter called "the lessee" which expression shall apply to and include its successors and assigns) of the second part and the Anglo American direct Tea Trading Company Limited a Joint Stock Company with limited liability having its Registered Office in Scotland (hereinafter called "the Company" which expression shall apply to and include its successors and assigns) of the third part.

Whereas by an Agreement dated the first day of February one thousand nine hundred and ten and made between Dewan Bahadur P. Rajagopalachari Avargal, C. I. E., the then Dewan of Travancore for and on behalf of the said Government of Travancore of the one part and the lessee of the other part the said Dewan Bahadur P. Rajagopalachari Avargal for and on behalf of the said Government of Travancore granted or demised on lease unto the lessee for a period of thirty years as and from the first day of January One thousand nine hundred and nine the right to the use of the water-fall in the Munnar river at Pallivasal in the Registration District of Kottayam and sub-Registration District of Devicolam in the said State of Travancore as also the right and liberty to enter upon the lands of the said Government of Travancore more particularly described in the Schedule thereunder written and thereon to make lay alter repair or remove channels and waterways for the purpose of conveying the water from the Munnar river to the Central Electric Power Station on the Pallivasal Estate therein mentioned such rights and liberties being subject to the payment of annual rent and to the terms covenants conditions and provisions therein stipulated :

And whereas the parties hereto of the first and second parts have agreed to cancel the said recited Agreement of the first day of February 1910 as at the 31st day of December 1926 and to enter into this Agreement the terms of which are to be binding upon the parties hereto in substitution for those contained in the said recited Agreement in manner hereinafter set forth :

And whereas the company have agreed to join in these presents for the purposes set out in Clause 20 hereof :

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Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the terms covenants and conditions hereinafter contained it is hereby mutually agreed between the parties hereto as follows :—

1. THE said recited agreement dated the 1st day of February 1910 is hereby cancelled and determined as at the 31st day of December 1926.

2. THIS agreement shall remain and be in force for a period of twenty seven years from the 1st day of January 1927 unless terminated under the provisions of Clause 15 hereof.

3. THE lessee shall have the right to divert and use water from the Munnar river and convey such water either wholly or partially by means of existing and/or future necessary channels waterways pipes and other appliances from any place or places on either or both banks between the points marked A and B on the plan annexed hereto to either its Power Station on the right bank or its Power Station on the left bank or both always provided that the total water so diverted and used from the said Munnar river does not exceed a steady flow of 30 cusecs unless as is specially provided for under Clause 11 hereof.

4.—THE lessee shall during the said period of twenty seven years have the right and liberty to enter upon two pieces of land belonging to the lessor one piece on the left bank of the said river and more particularly described in the First Schedule hereunder written and the other piece on the right bank of the said river and more particularly described in the Second Schedule hereunder written and on the said two pieces of land to make lay alter repair and remove channels waterways pipes and other appliances for the purpose of conveying all or part of the said 30 cusecs of water to either or both of the two Power Stations one on the left bank and the other on the right bank of the aforesaid river and shall compensate the lessor for any unnecessary damage done by reason thereof;

PROVIDED always that notwithstanding anything herein contained the laying altering repairing or removal of said channels waterways pipes and other appliances shall be done only so far as it can be done without damaging or weakening in any way the channels waterways pipes and other appliances belonging to the lessor.

5.—THE lessor shall grant and convey to the lessee for the nominal price of British Rupees fifty only by a Deed bearing even date with these presents all that piece or parcel of land comprising eighty cents or thereabouts situate on the right bank of the aforesaid river and more particularly described in the Third Schedule hereunder written and the lessee shall have the right to build and operate a Power Station thereon.

6. THE lessee shall be entitled to use the said water and/or power derived therefrom for any purpose or purposes whatsoever on the premises in Travancore now or hereafter belonging to the lessee and/or to the Company and/or to any interest which may acquire the whole premises in Travancore of the lessee and of the Company or either

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of them. And further the lessee shall be entitled to use the said power for the working of such parts of the lessee's existing ropeways as may be outside Travancore.

7.—THE said water shall be returned without any unnecessary diminution in quantity or purity to the said Munnar river on either or both bank or banks at any place or places between the points C and D marked on the plan annexed hereto.

8.—THE lessee shall place and maintain at or near to the points of intake and discharge respectively good and efficient measuring weirs, which shall be open at all times to the inspection of the agents or officers of Government and which will enable the said agents or officers to measure the quantity of water taken from and discharged back into the said Munnar river.

9.—THE lessee shall pay to the lessor as and by way of royalty for the use of the said water—

(*a*) FOR the first twelve years of the term hereby created the sum of British Rupees (5,000) five thousand per annum irrespective of the amount of power that may be derived by the lessee from the said 30 cusecs of water, such payments to be made in advance the first being payable on or before the 1st day of January 1927 and thereafter on or before the same day in each succeeding year.

(*b*) FOR the remaining fifteen years a sum to be calculated at the rate of British Rupees (5) five per Horse Power per annum generated subject to a minimum of British Rupees (5,000) five thousand per annum, the said British Rupees (5,000) five thousand per annum to be payable in advance on or before the 1st day of January in each year beginning with the 1st day of January 1939. The balance if any due over and above the said minimum of British Rupees (5,000) five thousand to be payable at the end of the year for which it is due or as soon thereafter as it can be determined. And it is hereby declared that for the purpose of calculating the royalty payable under this sub-clause five thousand five hundred B. O. T. units of electricity shall be taken and accepted as one Horse Power annum.

10.—IN the event of the lessee requiring the use of more power than the aforesaid 30 cusecs of water provides, it shall be entitled to call upon the lessor to supply for so long as may be required by the lessee such additional power up to a maximum load of (1,000) one thousand Horse Power which request the lessor is only bound to comply with if and when he has installed his own power plant referred to in Clause 13 hereof and in the event of such additional power being so supplied by the lessor the lessee shall pay to the lessor therefor at the same rate per Horse Power as it costs the lessee to generate power at its own Power Station on the right bank of the said Munnar river as shown by the books of account maintained by the lessee.

11.—IN the event of the lessor not having installed the power plant referred to in Clause 13 hereof the lessee shall be entitled to divert and use such extra quantity of water over and above the said 30 cusecs as will be sufficient to generate such extra Horse Power required up to the said

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maximum load of 1,000 Horse Power and shall pay to the lessor as and by way of royalty for such additional water so used at the rate of British Rupees (5) five per annum for every additional Horse Power annum so generated.

12.—DURING the whole period of this Agreement the lessee shall at its own expense maintain in proper and substantial manner all channels waterways pipes buildings machinery and all other works and appliances in any way connected with its Hydro Electric Power Plants both on the right and on the left banks of the said river and the Chief Engineer for the time being of the lessor or such other its Gazetted Officer as the lessor may for that purpose depute shall be entitled at all times between the hours of 6 A. M. and 6 P. M. to enter into and upon the said Hydro Electric Works for the purpose of inspecting the said water channels pipes machinery power stations and erections thereto belonging.

13.—THE lessor shall have full right to lead part or all of the excess water in the said Munnar river over and above the aforesaid 30 cusecs reserved to the lessee under Clause 3 hereof from the lessee's present point of intake on the right bank (marked as " Present Right Bank Intake " on the plan hereto annexed) or from any place or places on the right bank below the point marked F on the said plan, to such Power Station or Stations as the lessor may build on the right bank of the said Munnar river below the fall at Pallivasal and the lessor shall have the right to enter upon a piece of land belonging to the lessee on the right bank of the said Munnar river and more particularly described in the Fourth Schedule hereunder written and also the right to enter upon a piece of land belonging to the Company and more particularly described in the Fifth Schedule hereunder written and on the said two pieces of land to make lay alter repair and remove channels waterways pipes and other appliances for the purpose of conveying all or part of the said excess water to the lessor's proposed Power Station or Power Stations on the right bank of the said Munnar river and shall compensate the lessee and/or the Company for any unnecessary damage done by reason thereof:

PROVIDED always that in carrying out the said work or works contemplated in this Clause the lessor shall in no wise interfere with damage or obstruct the channels waterways pipes buildings machinery and all other works and appliances belonging to and made or constructed by the lessee under the terms of this Agreement or otherwise interfere with the quiet enjoyment thereof;

PROVIDED further that in case the lessor leads water to his proposed Power Station or power Stations from the lessee's said present point of intake on the right bank he the lessor shall then pay to the lessee one-half of the cost of the lessee's civil engineering works (other than the lessee's channel and head tank) at the said present point of intake on the right bank which civil engineering works other than the lessee's channel and head tank aforesaid the lessee hereby undertakes now to construct in such a manner as to allow of the excess water in the Munnar river over and above the 30 cusecs reserved to the lessee by these presents being also led through them;

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AND in the event of the lessor also utilising the lessee's low pressure pipe tract on the right bank the lessor shall further pay to the lessee one half of the cost of the lessee's civil engineering works between (but not including) the lessee's head tank and the lessee's measuring tank situated at each extremity of the lessee's low pressure pipe.

14.—IN the event of the lessor at any time during the said period of twenty seven years ceasing to use such channels waterways pipes and other appliances belonging to and erected by him on the said two pieces of land described in the Fourth and Fifth Schedules hereunder written and referred to in Clause 13 hereof for a period of twelve consecutive months the lessor will if requested so to do by notice in writing from the lessee remove within a period of six months from the date of such notice all such channels waterways pipes and other appliances as aforesaid as can be removed without damaging or weakening in any way the channels waterways pipes and other appliances belonging to the lessee and in the event of failure to do so pay the cost of such removal.

15.—IN the event of the lessee at any time during the said period of twenty seven years ceasing to use the said water for a period of twelve consecutive months then and in such case this Agreement shall cease and determine on and from the expiration of the said period of twelve months and in such case the lessee shall remove from the said land described in the First and Second Schedules hereunder written within six months after the expiration of the period of twelve months aforesaid such channels waterways pipes and other appliances belonging to and erected by the lessee as can be removed without damaging or weakening in any way the channels waterways pipes and other appliances belonging to the lessor and in the event of failure to do so pay the cost of such removal.

16.—ON the expiry of the said twenty seven years the lessor shall either acquire and take over the said works belonging to and erected by the lessee on both banks of the said Munnar river together with all plant machinery and other appurtenances thereto and shall pay to the lessee the value thereof such value to be determined by mutual agreement or renew these presents in favour of the lessee and the Company for a further period of not less than twenty five years upon such terms and conditions as may be mutually agreed upon between the parties hereto:

PROVIDED always that if the parties shall not agree as aforesaid within a period of six months from the date on which the lessor notifies his choice under Clause 17 hereof the said value in the event of acquisition and the said terms and conditions in the event of renewal shall be submitted to arbitration in accordance with Clause 21 hereof for decision as to what value or what terms and conditions are reasonable in the circumstances.

17.—THE lessee may at any time within fifteen months next before the expiry of the said twenty seven years give notice to the lessor calling upon him to state which of the two courses mentioned in Clause 16 he proposes to adopt and the lessor shall be bound to notify his choice to the lessee within three months of the receipt of such notice.

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18.—IN the event of the said works belonging to and erected by the lessee on both banks of the said Munnar river being acquired by the lessor under Clause 16 hereof the lessor shall supply the lessee and also the Company at fair and reasonable terms and rates with so much power as may be required for the use of the lessee and the Company subject to a maximum of the total power that the lessee can generate from the said 30 cusecs of water at the lessee's Power Station on the right bank of the said Munnar river plus the 1,000 Horse Power referred to in Clauses 10 and 11 hereof such power to be supplied from the date of the termination of these presents for so long as may be required by the lessee and/or the Company :

PROVIDED always that if the parties hereto shall not agree within a period of six months from the date of acquisition by the lessor as to the terms and rates on which such power is to be supplied by the lessor such terms and rates shall be submitted for decision to arbitration under Clause 21 hereof.

19.—IF the lessee were to fail to observe or perform all or any of the terms covenants conditions and provisions hereby agreed to be observed and performed by the lessee then and in such case it shall be lawful and competent for the lessor to stop or hinder or cause to be stopped or hindred the use of the said water by the lessee and for that purpose to set up or cause to be set up any dams sluices gates and other works and to continue such stopping and hindrance till such time as reasonable compensation shall be made to the lessor on account of the said failure or non-observance by the lessee :

PROVIDED always that the power reserved to the lessor under this Clause shall not be exercised unless the lessee fails to accept and act upon any award which may be made by an arbitrator duly appointed according to Clause 21 hereof and provided further that in no event shall such power be exercised without six months' notice in writing being given to the lessee.

20.—THIS Agreement shall relate to and be binding on the Company only so far as Clauses 3, 6, 13 and 18 hereof respectively are concerned.

21.—ALL questions or differences which may at any time hereafter arise between the parties hereto or their respective representatives touching these presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one or failing such agreement to two arbitrators one to be appointed by the lessor and one by the lessee in accordance with and subject to the provisions of the law relating to arbitration for the time being in force in Travancore.

IN WITNESS whereof the parties hereto of the first, second and third parts have hereunto set their hands and seals the day and year first above written.

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THE FIRST SCHEDULE ABOVE REFERRED TO.

ALL that piece or parcel of land situate on the left bank of the Munnar river in the Registration District of Kottayam, Registration Sub-District and Taluk of Devicolam, in the Pallivasal Pakuthi, being Survey No. 20/1 and containing seven acres and sixty six decimal parts of an acre or thereabouts, bounded on the east by Government waste lands and Pallivasal Estate, on the north and west by the said Munnar river and Government waste lands and on the south by the said Pallivasal Estate, all as delineated and coloured pink in the plan annexed.

THE SECOND SCHEDULE ABOVE REFERRED TO,

ALL that piece or parcel of land situate on the right bank of the Munnar river in the Registration District of Kottayam, Registration Sub-District and Taluk of Devicolam, in the Pallivasal Pakuthi, being part of Survey No. 19 and containing eighteen acres and seventy five decimal parts of an acre or thereabouts, bounded on the east by the said Munnar river and the Kanan Devan Hills Produce Company Limited Concession land, on the north by the said Kanan Devan Hills Produce Company Limited Concession land, on the west and south by Pallivasal Estate and Government waste land, all as delineated and coloured yellow in the plan annexed.

THE THIRD SCHEDULE ABOVE REFERRED TO.

ALL that piece or parcel of land situate on the right bank of the Munnar river, in the Registration District of Kottayam, Registration Sub-District and Taluk of Devicolam, in the Pallivasal Pakuthi, being part of Survey No. 19 and containing eighty cents or thereabouts, bounded on the east by the said Munnar river, on the north and west by Pallivasal Estate, and on the south by Government waste land and the said Pallivasal Estate, all as delineated and coloured green in the plan annexed.

THE FOURTH SCHEDULE ABOVE REFERRED TO.

All that piece or parcel of land, five hundred feet wide all the way, and situate on the right bank of the Munnar river in the Registration District of Kottayam, Registration Sub-District and Taluk of Devicolam, in the Kanan Devan Hills Pakuthi, being part of Survey No. 60 and also part of Survey No. 61 Revenue numbers 2, 10 and 11 and containing thirty-two acres and twenty-five decimal parts of an acre or thereabouts, bounded on the east by the said Munnar river and the Kanan Devan Hills Produce Company Limited Concession land, on the north by the said Munnar river, on the west by the Kanan Devan Hills Produce Company Limited Concession land and on the south by the portion of Government waste land described in the second schedule above written, all as delineated and coloured brown in the plan annexed.

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THE FIFTH SCHEDULE ABOVE REFERRED TO.

ALL that piece or parcel of land situate in the Registration District of Kottayam, Registration Sub-District and Taluk of Devicolam, in the Pallivasal Pakuthi, being parts of Survey Nos. 1, 5, 8 and 11 and containing ninety-seven acres and fifty decimal parts of an acre or thereabouts, bounded on the east by Pallivasal Estate, on the west by Government waste land and the said Pallivasal Estate, on the north by portion of Government waste land described in the second schedule above written and on the south by Government waste land all as delineated and coloured blue in the plan annexed.

SIGNED SEALED and DELIVERED by the above named MAURICE EMYGDIUS WATTS, ESQUIRE, B. A., BARRISTER-AT-LAW, Dewan of Travancore, for and on behalf of the Travancore Government In the presence of— M. E. WATTS

Witnesses

1. T. H. CAMERON,
   Commissioner, Devicolam.
2. K. PARAMESVARA PANIKAR,
   Ag. Tahsildar, Devicolam.

SIGNED SEALED AND DELIVERED for and on behalf of the above-named THE KANAN DEVAN HILLS PRODUCE COMPANY LIMITED by its duly authorised Attorney HERBERT LLOYD PINCHES In the presence of— H. L. PINCHES,

Witnesses

1. ROBERT BROWN,
   Office Manager, Munnar.
2. R. S. KEIR,
   Traffic Manager, Munnar

SIGNED SEALED AND DELIVERED for and on behalf of the above-named THE ANGLO AMERICAN DIRECT TEA TRADING COMPANY LIMITED by its duly authorised Attorney HERBERT LLOYD PINCHES In the presence of — H. L. PINCHES

Witnesses

1. ROBERT BROWN,
   Office Manager, Munnar.
2. R. S. KEIR,
   Traffic Manager, Munnar.

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Appendix VIII.

Vide **Answer to Question No. 190.**

KANAN DEVAN HILLS PRODUCE COMPANY, LTD. PALLIVASAL POWER HOUSE SITE.

THIS INDENTURE made by way of conveyance, this Twenty Seventh day of March One thousand nine hundred and twenty eight BETWEEN MAURICE EMYGDIUS WATTS, ESQUIRE, B. A., BARRISTER-AT-LAW, Dewan of Travancore, for and on behalf of the Government of Travancore (hearinafter called "the Vendor" which expression shall apply to and include his successors and assigns) of the first part and THE KANAN DEVAN HILLS PRODUCE COMPANY LIMITED a Joint Stock Company with limited liability having its Registered Office in Scotland (hereinafter called "the Vendee" which expression shall apply to and include its successors and assigns) of the second part.

WHEREAS by an Agreement bearing even date with these presents made between the Vendor of the first part, the Vendee of the second part and the Anglo American Direct Tea Trading Company Limited a Joint Stock Company with limited liability having its registered office in Scotland of the third part the Vendor granted or demised on lease unto the Vendee for a period of twenty seven years as and from the First day of January One thousand nine hundred and twenty seven the right to the use of the water-fall in the Munnar river at Pallivasal in the Registration District of Kottayam and Sub-Registration District of Devicolam in the said State of Travancore subject to the payment of royalty and to the terms covenants conditions and provisions therein stipulated :

AND WHEREAS by the above recited indenture bearing even date with these presents it is amongst other things provided that the Vendor shall grant and convey to the Vendee for the nominal price of British Rupees (50) fifty only by a deed bearing even date with those presents all that piece or parcel of land comprising eighty cents or thereabouts situate on the right bank of the aforesaid river and more particularly described in the Third Schedule thereunder written for the lessee to build and operate a Power Station thereon :

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of British Rupees fifty paid by the said Vendee to the said Vendor the receipt whereof the Vendor hereby acknowledges the said Vendor as benificial owner, hereby conveys unto the Vendee ALL THAT piece of land containing by admeasurement eighty cents or thereabouts situate on the right bank of the Munnar river in the Registration District of Kottayam, Registration Sub-District and Taluk of Devicolam, in the Pallivasal Pakuthi and more particularly described in the Schedule hereunder written TO HAVE and TO HOLD the same to, and to the use of the said Vendee absolutely subject to the payment by the said Vendee of land tax at the rate of seven fanams per acre without any formal demand to the Tahsildar of the Devicolam Taluk on or before the thirty first [illegible]

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being liable to alteration at any general revision of the Land Revenue Settlement and any arrears of such assessment falling due from the Vendee being recoverable in the same manner as arrears of land revenue under the Revenue Recovery Regulation for the time being in force:—

PROVIDED that all established rights of way and other easement rights shall be respected by the Vendee:

And provided also that in case the Vendor, in exercise of the option conferred by Clause 16 of the Indenture above recited bearing even date with these presents, acquires and takes over the works mentioned therein belonging to and erected by the lessee on both banks of the said Munnar river together with all appurtenances thereto, the Vendee shall resell the land conveyed by these presents for a consideration of the sum of British Rupees fifty only.

IN WITNESS whereof the said parties have hereto set their hands and seals the day and year first above written.

SCHEDULE.

ALL that piece or parcel of land situate on the right bank of the Munnar river, in the Registration District of Kottayam, Registration Sub-District and taluk of Devicolam, in the Pallivasal Pakuthi, being part of Survey No. 19 and containing eighty cents or thereabouts, bounded on the east by the said Munnar river, on the north and west by Pallivasal Estate and on the south by the Government waste land and the said Pallivasal Estate all as delineated and coloured green in the plan annexed.

SIGNED SEALED and DELIVERED by the above named MAURICE EMYGDIUS WATTS, ESQUIRE B. A., BARRISTER-AT-LAW, Dewan of Travancore, for and on behalf of the Travancore Government — M. E. WATTS.

In the presence of —
Witnesses
1. T. H. CAMERON,
Commissioner, Devicolam.
2. K. PARAMESVARA PANICKAR,
Ag. Tahsildar, Devicolam.

SIGNED SEALED AND DELIVERED for and on behalf of the above named THE KANAN DEVAN HILLS PRODUCE COMPANY LIMITED by its duly authorised Attorney HERBERT LLOYD PINCHES. — H. L. PINCHES.

In the presence of—
Witnesses
1. ROBERT BROWN,
Office Manager, Munnar.
2. R. S. KEIR,
Traffic Manager, Munnar.

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